# CAPITOL NEWS INSIDER

BASIC OPERATING AGREEMENT | INVOICED MEMBERSHIPS

This Agreement establishes the terms under which Capitol News Illinois (“CNI”) provides Capitol News Insider (“Insider”) subscriptions to individuals and organizations paying by invoice.

**1. Subscriber and Billing Information**

The individual or organization identified as the billing contact in the Subscriber Intake Form is responsible for payment of all memberships purchased under this Agreement. The completed Subscriber Intake Form identifies the billing party, authorized representative, and number of memberships. An invoice will be produced after CNI receives the completed Subscriber Intake Form.

This Agreement, the Subscriber Intake Form and applicable invoice together document the subscription arrangement.

**2. Membership Services**

Capitol News Insider is a premium Statehouse intelligence service providing specialized reporting on Illinois government, public policy and legislative developments. Membership benefits currently include subscriber-only reporting and analysis; Daily Digest — A Reporter’s Notebook; Insider email newsletters; and optional customizable SMS notifications, including News Alerts, Session Alerts, Bears Alerts and story-specific notifications.

Each membership provides access for one designated individual. Membership credentials and access may not be shared. CNI may make reasonable modifications to content, features, publishing schedules and delivery methods as the service evolves.

**3. Membership Rates and Introductory Pricing**

The introductory annual membership rate of $99 per subscriber is available when CNI receives both a signed Agreement and completed Subscriber Intake Form by November 30, 2026. The introductory rate applies only to the initial 12-month membership term.

Beginning December 1, 2026, new memberships will be billed at the then-current standard annual membership rate. All renewals will be offered at the standard annual rate in effect at renewal. CNI will notify the billing contact of any applicable rate increase at least 30 calendar days before membership expiration.

CNI does not offer special nonprofit or tax-exempt membership pricing. Insider subscriptions are purchases of services, not charitable contributions. Any legally required taxes will be handled in accordance with applicable law.

**4. Invoicing and Payment Terms**

CNI will issue an annual invoice to the designated billing contact identifying membership quantity, rate, total amount, payment instructions and due date. Payment terms are Net 30: payment is due within 30 calendar days of the invoice date unless otherwise agreed in writing.

Invoiced memberships are billed annually. Monthly installments are unavailable. Payments are nonrefundable once access has been activated, except where required by law. Cancellation or nonrenewal does not eliminate payment obligations already incurred.

**5. Account Setup and Activation**

CNI will activate accounts within three business days after receiving a completed, signed Agreement and Subscriber Intake Form. CNI may activate accounts before receiving payment subject to the Net 30 terms.

Individual membership terms begin on activation unless otherwise agreed in writing. Organizational memberships share a common start date and expiration date recorded in the intake form, even if individual accounts are activated on different days.

Subscribers receive passwordless sign-in instructions by email using a secure sign-in link or one-time code. The billing organization is responsible for accurate and current subscriber information.

**6. Membership Term and Renewal Authorization**
Each membership is valid for 12 months from its established start date. Invoiced memberships do not automatically renew. CNI will contact the billing representative approximately 60 calendar days before expiration with the expiration date, current standard annual rate, pricing changes, renewal instructions and authorization deadline.

Renewal requires affirmative written authorization from the individual subscriber or authorized organizational representative, by signed renewal agreement, purchase order or email confirmation accepted by CNI. Authorization should be received at least 15 calendar days before expiration to support uninterrupted service. This is an administrative deadline and does not constitute consent to renew.

CNI may accept later authorization, but uninterrupted access is not guaranteed. CNI issues a renewal invoice only after authorization. Without authorization by expiration, access expires and no additional subscription charges are incurred. Expired memberships may be reinstated after authorization and required processing.

**7. Organizational Memberships and Subscriber Changes**
Organizations may designate one person per purchased membership. All memberships under one organizational Agreement share a common expiration date regardless of minor differences in account activation dates.

Memberships may be reassigned when an employee leaves or changes responsibilities, with written notice from an authorized representative and CNI approval. Reassignment does not extend the term or create a refund.

Additional memberships may be requested during the term. CNI will confirm price and expiration date in writing before activation. Unless otherwise agreed, additional memberships align with the organization’s existing expiration date; any prorated charges or billing adjustments require written approval.

**8. Nonpayment and Account Suspension**
CNI may send reminders for overdue invoices. Accounts may be suspended 30 calendar days after the invoice due date if full payment has not been received (approximately 60 days after invoicing under Net 30 terms). CNI will make reasonable efforts to notify the billing contact before suspension.

Suspended accounts may be reactivated when outstanding subscription charges are paid. Suspension does not remove payment obligations.

**9. Acceptable Use and Content Rights**
Insider memberships are for authorized subscribers’ professional use. Subscribers may not share credentials or unauthorized access; resell, republish or commercially distribute content without written permission; systematically reproduce or redistribute subscriber-only reporting, newsletters or SMS alerts; or interfere with platform security or operations.

Reasonable internal discussion of reporting is permitted, but membership does not grant republication or redistribution rights. CNI retains applicable intellectual property rights in its original reporting and proprietary materials.

**10. Service Availability and SMS Communications**
CNI will make reasonable efforts to maintain access but does not guarantee uninterrupted service or any particular volume of content. SMS notifications are optional and require each individual subscriber's consent; message and data rates may apply.

Subscribers may update preferences or opt out through available controls or applicable instructions. The billing organization cannot provide SMS consent on an individual subscriber's behalf.

**11. Privacy and Subscriber Information**
CNI uses subscriber information to administer memberships, deliver services, communicate about accounts and process billing, in accordance with its applicable privacy policy. The billing organization is responsible for appropriate authorization to provide designated subscribers' contact information.

**12. Cancellation and Termination**
Subscribers or billing organizations may notify CNI in writing of nonrenewal. Because affirmative renewal authorization is required, failure to submit a nonrenewal notice does not itself incur new charges.

Early cancellation does not entitle the billing party to a prorated refund after activation except where required by law. CNI may suspend or terminate access for material violations, including unauthorized sharing, content misuse or nonpayment.

**13. General Terms**
This Agreement, completed Subscriber Intake Form and applicable invoice document the arrangement between CNI and the billing party. Changes to pricing, membership quantity, payment terms or other material provisions must be confirmed in writing by authorized representatives.

This Agreement is governed by applicable Illinois law, subject to mandatory legal requirements. Neither party is responsible for delays beyond its reasonable control, except that this does not excuse payment obligations already incurred.

Organization Name:

Billing Contact Name: Title:

Signature: Date: